

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS – FORT WORTH DIVISION**

ALEX PEYKOFF

Plaintiff,

V.

Case No. 4:23-cv-404-O

**CHARRISSA CAWLEY and
CBCG, LLC D/B/A GAME CHANGER
PUBLISHING,**
Defendants.

APPENDIX

DECLARATION OF CHARRISSA “CRIS” CAWLEY

My name is Charrissa “Cris” Cawley, and I declare under penalty of perjury under the laws of the United States of America that the following is true and correct.

1. Plaintiff Alex Peykoff contracted with Game Changer Publishing to assist him to publish a book in early 2021. Since completing the launch of Plaintiff's book and receiving payment for its services, Game Changer Publishing has performed no further work for Plaintiff, and has no connection to the present dispute.

2. After his book launch, Plaintiff approached me and sought my assistance with events, public relations, public speaking, and expanding his non-profit foundation. I offered to advise the Foundation for \$30,000, but was convinced by Plaintiff to wait until after funds were raised. I believed that Plaintiff was honest at the time, as he paid Defendant Game Changers considerable funds for his book launch.

3. Plaintiff's 501c(3) charity, "Satisfied Life Foundation" ("Foundation"), has no affiliation with either Defendant outside of this isolated event. I neither consulted nor partnered *with Plaintiff* in regard to the event hosted by the Foundation. Her work served the Foundation, not Plaintiff. Attendees at the event received information necessary to obtain a tax benefit for payments to the event, an example of which I have attached as Exhibit 1-1.

4. Plaintiff mislead me to believe that Plaintiff is independently wealthy part-owner of "Niagara Bottling," a company actually owned by Plaintiff's father, Andrew D. Peykoff II. Plaintiff has no known position in the company.

5. I never entered into an agreement with Plaintiff as a partner or investor. Had the subject event been wildly successful, I would not have a claim for some unspecified portion of the profits.

6. Plaintiff was the sole decision maker in regard to his event, including where the event was hosted, the event's itinerary, and food and entertainment that was provided. Plaintiff insisted on hosting the event at a private residence in Punta Mita, Mexico, where he and is family had visited multiple times. The written cost of this lodging for the weekend exceeded \$90,000.

7. Plaintiff signed off on all event decisions independently from Cawley, who never suggested that an out-of-the-way location would serve the Foundation's goals. Plaintiff would often copy me on communications with these vendors, but the decisions were made larger. Plaintiff spent many thousands of dollars on live entertainment, fireworks, and tequila tastings for his guests, including a Satisfied Life Foundation branded tequila bottles for his guests to take home following the event. (See bottle image.)



8. Again, I never approved these extravagant expenses, or agreed to split the cost of any such items, or pay any other expenses for Plaintiff's event. The text messages between the two of use reveal that he asked me to pay for expenses multiple times with an expectation that he would pay me back, but then he failed to repay me.

9. Plaintiff told me that he would be inviting 24 of his "billionaire business contacts," to the event, advertising that guests would get the opportunity to network with his "nine to ten-figure business contacts." However, only two of his contacts showed up to the event. I later learned that the remaining 22 contacts were associates of Plaintiff's father and brother, and not Plaintiff's.

10. Upon my arrival in Mexico, Plaintiff asked me to pay \$2,460 for a speaker's flight back, with the promise to pay me back, but he never did.

11. At no time did I form a cost-sharing agreement; Plaintiff's demand to share losses came only after the event lost money.

12. Following the event on October 18, 2022, Plaintiff sent me a text message showing that his bank accounts were in the negative. A true copy of that text message is attached as Exhibit 1-2. Though Plaintiff portrays himself as a billionaire who lives lavishly and without a financial care, he claimed that he had to sell one of his houses prior to the event while he was residing in a hotel, and that he had to borrow \$500 from his girlfriend to pay expenses concerning Kevin Harrington, an event speaker.

13. Plaintiff not only neglected to pay me for months of my work, but he also failed to pay the sales rep and speakers whom I recruited on his behalf. My reputation has been damaged by this event and Plaintiff's unprofessional behavior, because he failed to complete payment to multiple speakers and vendors.

14. Following the event, Plaintiff asked me to post a statement in the event's Facebook group that he was no longer offering Mastermind events. He also asked me to fulfill his obligations by letting the individuals who signed up with the Foundation to attend events that I was hosting, because he was bailing from his obligations. A true copy of some of these communications are attached as Exhibit 1-3.

15. Plaintiff did not offer funding for that participation in events that I hosted. Plaintiff made this request because he had sold his events based on attendance at three live events but had no intention of continuing this work.

16. After Plaintiff approved a draft of a message that he wanted posted to the Facebook group for the event and its attendees to inform them of these changes, I posted that approved message in the group. Shortly thereafter, Plaintiff instructed me to delete the Facebook group completely after he received negative feedback from attendees who read the message and his relationship with those clients was damaged. But before I posted the message, I sent him a draft, and he indicated approval by text. I believe that this text message is the message to which Plaintiff is referring in his Complaint, where he is asserting that I did not do exactly as he asked me at the time.

17. To reiterate, I was a consultant working for the Foundation, and not a partner of Plaintiff. If anything, the Foundation owes me for \$30,000 of the work it enjoyed and has never paid for.

18. I have learned that Plaintiff enjoys trying to impress people with his family's background, but he has no significant role there.

19. All of Plaintiff's temporary financial issues were nothing more than the predictable struggles of a man misrepresenting his financial condition and attempting to fool those around him into believing that he is some sort of financial mogul.

20. This suit is nothing more than an improper demand for salve to a bruised ego.

Executed on May 19, 2023,



Charrissa "Cris" Cawley

DONATION RECEIPT

Date: _____

Satisfied Life Foundation Inc
668 N Coast Hwy
Laguna Beach, California
92651

Thank you _____ [Donor's Name] for your contribution of
_____ Dollars (\$ _____) in value described as:

- **Monetary Payment** made by check credit card cash other _____

Satisfied Life Foundation Inc is classified as a 501(c)(3) non-profit organization by the standards of the Internal Revenue Service (IRS). Therefore, the donation may be tax-deductible to the extent allowed by law.

Authorized Signature: _____

Representative's Name: _____

Title: _____

Tax ID Number: 87-1037259



Sign off

≡ Business and Personal Accounts

A Peykoff Design ...6972

-\$48.08

Available balance

Peykoff Legacy Trust ...7563

-\$372.53

Available balance

SATISFIED LIFE FOUND ...3355

\$1,604.69

Available balance

Alex Checking ...2908

\$16.40

Available balance

Alex- Old account ...5400

\$0.00



Accounts



Deposit



Pay & Transfer



Explore



Menu

I thought she was paid you had said?

11/2/22, 4:51 PM (Viewed 11/2/22, 5:08 PM)

Alex Peykoff [REDACTED]

Disliked "I thought she was paid you had said?"

11/2/22, 4:51 PM (Viewed 11/2/22, 5:08 PM)

Alex Peykoff [REDACTED]

It's all in
Spread sheet

11/2/22, 5:06 PM (Viewed 11/2/22, 5:08 PM)

Alex Peykoff [REDACTED]

Liked "Hey guys!

Just wanted to share an important announcement with you all!

Alex and I are sad to announce that the we will not be continuing any more Satisfied Life Mastermind events. Due to some external family and business commitments, Alex has stepped aside to handle some business matters outside of the mastermind and I am resuming my original mastermind which I have had for some time and i will go back to focusing on that exclusively in addition to serving as the CEO of my book publishing company.

With that being said, all of the current members of the current satisfied life mastermind will now be grandfathered into my original mastermind and all future live events and trainings will be fulfilled, as promised, through this mastermind.

I am excited to continue to grow the group and together make a positive impact on the world with this amazing group of heart centered and impact driven entrepreneurs.

Feel free to reach out to me with any questions!

Regards,
Cris Cawley"

11/2/22, 5:06 PM (Viewed 11/2/22, 5:08 PM)

Alex Peykoff [REDACTED]

Liked "Look ok to send?"

11/2/22, 5:08 PM

Cris iphone (+[REDACTED])

Yeah she wasn't paid

11/2/22, 5:08 PM

Cris iphone (+[REDACTED])

But you had mentioned she was so guess you need to add that one to the sheet

11/2/22, 5:09 PM

Cris iphone (+[REDACTED])

Are you intending on paying all these people when your hard money loan goes though? Just curious.

11/2/22, 5:10 PM

Cris iphone (+[REDACTED])

They are all assuming that but I'm just wanting to confirm. Again our word and reputation is everything and our integrity is the most important thing.

Satisfied life Mastermind Expenses		
	ALEX PEYKOFF PAID to Date	BALANCE
	Cris Paid	
Sam Servido	\$14,250.00	
Dillian Titan TS Billboard	\$10,000.00	
Sharon Lechter	\$25,000.00	\$5,956.00
Kevin Harrington	\$37,500.00	\$500.00
KH airfare PVR-TPA	\$2,200.00	
KH airfare LAS-PVR	\$20,000.00	\$2,640.00
Palmasola	\$80,000.00	\$7,340.00
LAS PALMS	\$5,556.00	\$1,816.00
T-shirts	\$600.00	
padfolio	\$1,300.00	
Gorev	\$5,000.00	\$11,709.00
AD spend.FB & Google	\$46,500.00	
Charles Byrd	\$2,000.00	\$4,000.00
Randy Blumer		\$2,800.00
Michelle Renee	\$1,317.81	\$2,500.00
Jaime Salter	\$987.00	
TOTAL ALEX PAID	\$252,210.81	\$36,621.00

11/2/22, 5:16 PM

Cris iphone (+[REDACTED])

Can you send me that link

11/2/22, 5:16 PM

Cris iphone (+[REDACTED])

Link I have says no access

11/2/22, 5:17 PM (Viewed 11/2/22, 5:25 PM)

Alex Peykoff (+[REDACTED])

Later today , not by computer

11/2/22, 5:17 PM (Viewed 11/2/22, 5:25 PM)

Alex Peykoff (+[REDACTED])

Or am

11/2/22, 5:25 PM

Cris iphone (+[REDACTED])

Ok

11/2/22, 5:25 PM

Cris iphone (+[REDACTED])

Can I send email

11/2/22, 5:26 PM

Cris iphone (+[REDACTED])

Saw that rohan now has access to many of our folders

11/2/22, 5:29 PM

Cris iphone (+[REDACTED])

Happy I could intro you guys and that you're going to do some stuff together. As we talked about yesterday, I'll finish fulfilling on what we sold and pay for the new event and venue and I need you to keep your word and pay off what's owed to Michelle, Elliot, Thaddeus, Kevin, Randy and Sharon. Please just give me the time frame for when your hard money loan is closing and then when you are doing that so that we can let people know.

11/2/22, 6:26 PM (Viewed 11/2/22, 7:10 PM)

Alex Peykoff (+[REDACTED])

Questioned "Saw that rohan now has access to many of our folders "

11/2/22, 6:28 PM (Viewed 11/2/22, 7:10 PM)

Alex Peykoff (+[REDACTED])

Growrev always had access . So confused & overwhelmed by your text

11/9/22, 11:56 AM

Cris iphone (+[REDACTED])

Can we please connect today so that I can learn more about your plan on taking care of our clients and speakers? Our word is our word and our integrity is the most important thing in this business. I've built a reputation over 25 years because I always do the right thing. It's really uncomfortable to not have any answers when folks ask. If I had collected the money I would have already paid them but I didn't, so my hands are tied and I'm relying on a conversation with you to address these things but have been unable to reach you. Please respond. ^

11/9/22, 11:56 AM

Cris iphone (+[REDACTED])

I just want to know your true intentions and plan for addressing these matters.

11/9/22, 11:56 AM

Cris iphone (+[REDACTED])

Charles Byrd, Thaddeus and Katy, Elliott, Kevin Harrington, Sharon Lechter

11/9/22, 12:10 PM (Viewed 11/9/22, 12:17 PM)

Alex Peykoff [REDACTED]

Cris,

These texting messages are contradictory to your last voice messages .

The balance of money owed is to be paid by you as a partner. We never agreed to me funding the entire mastermind, which is essentially what I've done.

Thank you,
Alex

11/9/22, 12:18 PM

Cris iphone (+[REDACTED])

Not at all contradictory. You were paid all monies from all paying clients and the fees paid to those people was to be paid from that and it never was

11/9/22, 12:27 PM

Cris iphone (+[REDACTED])

Our deal was me showing you how to do this and bringing my 25 years of expertise and experience and contacts (grow rev, Brian, Michelle the videographer, Kevin Harrington and all the speakers except Sharon) you were funding it until after the first one when we got assets and testimonials to be able to sell the next one and actually sell more tickets. You never asked me to lay anything. Until I was in Mexico the night before the mastermind when you asked me to pay the remaining jet balance payment and you would pay it the next day and it didn't happen. You told me to have Elliot and Thaddeus ask Katy and Brian and Cassidy book their own travel. And to send to you for reimbursement which I did, and it was never paid. You told me to tell Charles we pay 10% on referrals and told me to hire Brian and agreed to pay him a 20% commission to Brian for sales commission, which I did, yet none of those people were paid from the fees paid directly to your non profit organization. Where is the money? You sent me a screenshot of your bank account in the negative a couple weeks ago and told me you had no money but you were selling a property or getting a hard money loan or selling one of your expensive cars (your words) to take care of these people. I can only hope and pray that you decide to do the right thing. Our word and integrity is everything and that is the only reason I decided to leave my own mastermind for a year to do this with you. Because you seemed like a person with a ton of integrity. In my heart I believe that you are but yes you need to do what's right here for the sake of all of those involved.

11/9/22, 12:27 PM

Cris iphone (+[REDACTED])

11/9/22, 12:30 PM

Cris iphone (+[REDACTED])

And now because a ton of money is owed from the funds that we're paid and was already spent somehow, you have informed me that you are doing something different with The grow rev guys and you don't want to continue the mastermind yet the parties we sold the mastermind to were all sold 12 month memberships and other live events which have yet to be fulfilled. If they aren't fulfilled you're going to have thousands of dollars in chargebacks.